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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

RICHARD LEON, individually and as
PERSONAL REPRESENTATIVE OF
THE ESTATE OF JUANITA LEON,
deceased,

Plaintiff,

v.

URL PHARMA, INC.; UNITED
RESEARCH LABORATORIES, INC.;
MUTUAL PHARMACEUTICAL
COMPANY, INC.; SUN
PHARMACEUTICAL INDUSTRIES,
INC.; SUN PHARMACEUTICAL
HOLDINGS USA, INC.; SUN
PHARMACEUTICAL INDUSTRIES
LIMITED,

Defendants.

Case No. 2:22-cv-08539-MEMF-PVCx

STIPULATED PROTECTIVE ORDER

1 1. INTRODUCTION

2 1.1 PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public disclosure
5 and from use for any purpose other than prosecuting this litigation may be warranted.
6 Accordingly, the parties hereby stipulate to and petition the Court to enter the
7 following Stipulated Protective Order. The parties acknowledge that this Order does
8 not confer blanket protections on all disclosures or responses to discovery and that the
9 protection it affords from public disclosure and use extends only to the limited
10 information or items that are entitled to confidential treatment under the applicable
11 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
12 that this Stipulated Protective Order does not entitle them to file confidential
13 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
14 followed and the standards that will be applied when a party seeks permission from
15 the court to file material under seal.

16 1.2 GOOD CAUSE STATEMENT

17 Defendants Sun Pharmaceutical Industries, Inc. and Mutual Pharmaceutical
18 Company, Inc. (“Defendants”) engage in the development, manufacture, and sale of
19 pharmaceutical products. Defendants spend years designing and testing medications
20 and products that address today’s serious health issues and tomorrow’s medical
21 challenges. Consequently, this action is likely to involve trade secrets, valuable
22 research, development, commercial, financial, technical and/or proprietary
23 information for which special protection from public disclosure and from use for any
24 purpose other than prosecution of this action is warranted.

25 Such confidential and proprietary materials and information consist of, among
26 other things, confidential business or financial information, information regarding
27 confidential business practices and internal operating procedures, confidential
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1 research, development, and commercial information about the research, development,
2 testing, marketing and sale of pharmaceutical products (including information
3 implicating privacy rights of third parties), information otherwise generally
4 unavailable to the public, or which may be privileged or otherwise protected from
5 disclosure under state or federal statutes, court rules, case decisions, or common law.
6 Such materials are also likely to involve information relating to patients, including
7 personal identifiable information, medical conditions, care, and treatment, all of which
8 are protected from disclosure by the Health Insurance Portability and Accountability
9 Act (“HIPAA”) and state privacy laws.

10 Moreover, this action is likely to involve Plaintiff’s medical records and other
11 confidential materials pertaining to her personal identifiable information, medical
12 conditions, care, and treatment, which are protected by HIPAA and California’s
13 privacy laws.

14 Accordingly, to expedite the flow of information, to facilitate the prompt
15 resolution of disputes over confidentiality of discovery materials, to adequately
16 protect information the parties are entitled to keep confidential, to ensure that the
17 parties are permitted reasonable necessary uses of such material in preparation for and
18 in the conduct of trial, to address their handling at the end of the litigation, and serve
19 the ends of justice, a protective order for such information is justified in this matter. It
20 is the intent of the parties that information will not be designated as confidential for
21 tactical reasons and that nothing be so designated without a good faith belief that it
22 has been maintained in a confidential, non-public manner, and there is good cause
23 why it should not be part of the public record of this case.

24 **2. DEFINITIONS**

25 **2.1 Action:** this pending federal lawsuit.

26 **2.2 Challenging Party:** a Party or Non-Party that challenges the designation
27 of information or items under this Order.

1 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for protection
3 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
4 Cause Statement.

5 2.4 Counsel: Outside Counsel of Record and In-house Counsel (as well as
6 their support staff).

7 2.5 Designating Party: a Party or Non-Party that designates information or
8 items that it produces in disclosures or in responses to discovery as
9 “CONFIDENTIAL.”

10 2.6 Disclosure or Discovery Material: all items or information, regardless of
11 the medium or manner in which it is generated, stored, or maintained (including,
12 among other things, testimony, transcripts, and tangible things), that are produced or
13 generated in disclosures or responses to discovery in this matter.

14 2.7 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
16 expert witness or as a consultant in this Action.

17 2.8 In-house Counsel: attorneys who are employees of a party to this Action.
18 In-house Counsel does not include Outside Counsel of Record or any other outside
19 counsel.

20 2.9 Non-Party: any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 2.10 Outside Counsel of Record: attorneys who are not employees of a party
23 to this Action but are retained to represent or advise a party to this Action and have
24 appeared in this Action on behalf of that party or are affiliated with a law firm which
25 has appeared on behalf of that party, and includes support staff.

1 2.11 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.12 Privileged Information: any hardcopy document or electronically stored
5 information that is designated by a Party as protected information pursuant to the
6 attorney client privilege and/or the attorney work product doctrine.

7 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
8 Discovery Material in this Action.

9 2.14 Professional Vendors: persons or entities that provide litigation support
10 services (e.g., photocopying, videotaping, translating, preparing exhibits or
11 demonstrations, and organizing, storing, or retrieving data in any form or medium)
12 and their employees and subcontractors.

13 2.15 Protected Material: any Disclosure or Discovery Material that is
14 designated as “CONFIDENTIAL.”

15 2.16 Protected Health Information: Protected Health Information shall mean
16 CONFIDENTIAL information supplied in any form, or any portion thereof, that
17 identifies an individual or subscriber in any manner and relates to the past, present, or
18 future care, services, or supplies relating to the physical or mental health or condition
19 of such individual or subscriber, the provision of health care to such individual or
20 subscriber, or the past, present, or future payment for the provision of health care to
21 such individual or subscriber. includes, but is not limited to, medical bills, claim
22 forms, claim data, grievances or appeals, charge sheets, medical records, medical
23 charts, test results, notes, dictation, invoices, itemized billing statements, remittance
24 advice forms, explanations of benefits, checks, notices, requests, and other documents
25 or records that contain any patient health information required to be kept confidential
26 under any local, state, or federal law, including 45 C.F.R. Parts 160 and 164
27 promulgated pursuant to the Health Insurance Portability and Accountability Act of
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1 1996. Protected Health Information shall be redacted in this case consistent with in
2 accordance with federal privacy laws, the local rules of this Court, and any related
3 restrictions on the public disclosure of personal identifying information.

4 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material
5 from a Producing Party.

6 2.18 Stipulating Party: the Parties signing onto this Stipulated Protective
7 Order.

8 3. SCOPE

9 This Stipulation and Order governs all hard copy materials and electronically
10 stored information produced in this case that constitute Protected Material. This
11 Stipulation and Order is a qualified protective order pursuant to 45 C.F.R.
12 § 164.512(e)(v). The protections conferred by this Stipulation and Order cover not
13 only Protected Material (as defined above), but also (1) any information copied or
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations
15 of Protected Material; and (3) any testimony, conversations, or presentations by
16 Parties or their Counsel that might reveal Protected Material. This Stipulation and
17 Order is binding upon the Stipulating Parties including their respective corporate
18 parents, subsidiaries and affiliates and their respective attorneys, principals, experts,
19 consultants, representatives, directors, officers, employees, staff and others as set forth
20 in this Stipulation and Order.

21 No person who examines any item produced pursuant to a discovery request, or
22 information that is protected by this Stipulation and Order, shall disseminate orally, or
23 by any other means, any protected information other than as permitted by this
24 Stipulation and Order or subsequent order by the Court.

25 Any designation of “CONFIDENTIAL” Information shall not be construed as
26 an admission or an agreement by any party that any document, material or
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1 information, or any portion thereof, constitutes competent material, relevant or
2 admissible evidence in this case.

3 Any use of Protected Material at trial will be governed by the orders of the trial
4 judge. This Order does not govern the use of Protected Material at trial.

5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations
7 imposed by this Order will remain in effect until a Designating Party agrees otherwise
8 in writing or a court order otherwise directs. Final disposition will be deemed to be the
9 later of (1) dismissal of all claims and defenses in this Action, with or without
10 prejudice; and (2) final judgment herein after the completion and exhaustion of all
11 appeals, rehearings, remands, trials, or reviews of this Action, including the time
12 limits for filing any motions or applications for extension of time pursuant to
13 applicable law.

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.

16 Each Party or Non-Party that designates information or items for protection under this
17 Order must do so in good faith in accordance with section 1.2 of this Order.

18 If it comes to a Designating Party's attention that information or items that it
19 designated for protection do not qualify for protection, that Designating Party must
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in
22 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
24 under this Order must be clearly so designated before the material is disclosed or
25 produced.

26 Designation in conformity with this Order requires:
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1 (a) for information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix at a minimum, the legend
4 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
5 contains protected material.

6 A Party or Non-Party that makes original documents available for inspection
7 need not designate them for protection until after the inspecting Party has indicated
8 which documents it would like copied and produced. During the inspection and before
9 the designation, all of the material made available for inspection will be deemed
10 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
11 copied and produced, the Producing Party must determine which documents, or
12 portions thereof, qualify for protection under this Order. Then, before producing the
13 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
14 to each page that contains Protected Material. If only a portion or portions of the
15 material on a page qualifies for protection, the Producing Party also must clearly
16 identify the protected portion(s) (e.g., by making appropriate markings in the
17 margins).

18 (b) for testimony given in depositions that the Designating Party
19 identifies the Disclosure or Discovery Material on the record, such deposition
20 testimony may be designated as “CONFIDENTIAL” Information by notifying all
21 Stipulating Parties either (i) on the record at the time of the deposition, or (ii) by
22 writing within thirty (30) days of receipt of the final transcript by Counsel making the
23 designation, specifying the testimony to be designated confidential by page and line
24 number. Until the expiration of such 30-day period, the entire text of the deposition
25 transcript, including all testimony therein, shall be treated as “CONFIDENTIAL”
26 Information under this Stipulation and Order. Any testimony which describes
27 “CONFIDENTIAL” Information may be so designated. Similarly, any deposition
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1 exhibits which have been designated as “CONFIDENTIAL” Information shall be
2 treated as such under the terms of this Stipulation and Order and shall not be annexed
3 to the deposition transcript as exhibits thereto unless the transcript is marked
4 accordingly to maintain the confidentiality of documents.

5 When taking the deposition of an individual and/or entity who is not a
6 Stipulating Party to this Stipulation and Order, Counsel may not question the
7 deposition witness in a manner that would tend to reveal any “CONFIDENTIAL”
8 Information without first: (a) explaining to the witness that the information that will
9 be the subject of the inquiry is protected from disclosure by this Stipulation and
10 Order; (b) providing the witness with a copy of this Stipulation and Order, advising
11 that the witness is bound to this Stipulation Order, and having the witness execute
12 “Exhibit A” attached hereto; and (c) excluding all persons from the deposition, except
13 for persons authorized by this Stipulation and Order to have access to the
14 “CONFIDENTIAL” Information. The provisions of this paragraph are not intended
15 to, and do not apply to, employees of Defendants. The provisions of this paragraph
16 are also not intended to, and do not apply to, experts retained by Counsel for the
17 Stipulating Parties, provided they have previously executed “Exhibit A” attached
18 hereto.

19 (c) for information produced in some form other than documentary
20 and for any other tangible items, that the Producing Party affix in a prominent place
21 on the exterior of the container or containers in which the information is stored the
22 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants
23 protection, the Producing Party, to the extent practicable, will identify the protected
24 portion(s).

25 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate
26 qualified information or items does not, standing alone, waive the Designating Party’s
27 right to secure protection under this Order for such material. Upon correction of a
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1 designation, the Receiving Party must make reasonable efforts to assure that the
2 material is treated in accordance with the provisions of this Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's
6 Scheduling Order and Order Regarding the Production of Electronically Stored
7 Information and Hard Copy Documents.

8 6.2 Meet and Confer. The Challenging Party will initiate the dispute
9 resolution process under Local Rule 37.1 et seq.

10 6.3 The burden of persuasion in any such challenge proceeding will be on the
11 Designating Party. Frivolous challenges, and those made for an improper purpose
12 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
13 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
14 withdrawn the confidentiality designation, all parties will continue to afford the
15 material in question the level of protection to which it is entitled under the Producing
16 Party's designation until the Court rules on the challenge.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a Non-Party in connection with this
20 Action only for prosecuting, defending, or attempting to settle this Action. Such
21 Protected Material may be disclosed only to the categories of persons and under the
22 conditions described in this Order. When the Action has been terminated, a Receiving
23 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party at a
25 location and in a secure manner that ensures that access is limited to the persons
26 authorized under this Order. This includes maintaining electronically stored
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1 information in a manner that is secure and in accord with best practices for
2 maintaining Protected Information.

3 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
4 otherwise ordered by the court or permitted in writing by the Designating Party, a
5 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
6 only to:

7 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
8 well as employees of said Outside Counsel of Record to whom it is reasonably
9 necessary to disclose the information for this Action;

10 (b) the officers, directors, and employees (including In-house Counsel)
11 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

12 (c) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this Action and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (d) the Court and its personnel;

16 (e) court reporters and their staff;

17 (f) professional jury or trial consultants, mock jurors, and Professional
18 Vendors to whom disclosure is reasonably necessary for this Action and who have
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (g) the author or recipient of a document containing the information or
21 a custodian or other person who otherwise possessed or knew the information;

22 (h) during their depositions, witnesses, and attorneys for witnesses, in
23 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
24 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they
25 will not be permitted to keep any confidential information, unless otherwise agreed by
26 the Designating Party or ordered by the court. Pages of transcribed deposition
27 testimony or exhibits to depositions that reveal Protected Material may be separately
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1 bound by the court reporter and may not be disclosed to anyone except as permitted
2 under this Stipulated Protective Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
6 IN OTHER LITIGATION

7 If a Party is served with a subpoena or a court order issued in other litigation
8 that compels disclosure of any information or items designated in this Action as
9 “CONFIDENTIAL,” that Party must:

10 (a) promptly notify in writing the Designating Party within ten (10)
11 days of being served with the subpoena or court order. Such notification will include a
12 copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or
14 order to issue in the other litigation that some or all of the material covered by the
15 subpoena or order is subject to this Protective Order. Such notification will include a
16 copy of this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be
18 pursued by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with
20 the subpoena or court order will not produce any information designated in this action
21 as “CONFIDENTIAL” before a determination by the court from which the subpoena
22 or order issued, unless the Party has obtained the Designating Party’s permission. The
23 Designating Party will bear the burden and expense of seeking protection in that court
24 of its confidential material and nothing in these provisions should be construed as
25 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
26 directive from another court.

27 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
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1 PRODUCED IN THIS LITIGATION

2 (a) The terms of this Order are applicable to information produced by
3 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
4 produced by Non-Parties in connection with this litigation is protected by the
5 remedies and relief provided by this Order. Nothing in these provisions should be
6 construed as prohibiting a Non-Party from seeking additional protections.

7 (b) In the event that a Party is required, by a valid discovery request,
8 to produce a Non-Party’s confidential information in its possession, and the Party is
9 subject to an agreement with the Non-Party not to produce the Non-Party’s
10 confidential information, then the Party will:

11 (1) promptly notify in writing the Requesting Party and the
12 Non-Party that some or all of the information requested is subject to a confidentiality
13 agreement with a Non-Party;

14 (2) promptly provide the Non-Party with a copy of the
15 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
16 reasonably specific description of the information requested; and

17 (3) make the information requested available for inspection by
18 the Non-Party, if requested.

19 (c) If the Non-Party fails to seek a protective order from this court
20 within 14 days of receiving the notice and accompanying information, the Receiving
21 Party may produce the Non-Party’s confidential information responsive to the
22 discovery request. If the Non-Party timely seeks a protective order, the Receiving
23 Party shall not produce any information in its possession or control that is subject to
24 the confidentiality agreement with the Non-Party before a determination by the court.
25 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
26 of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve or destroy all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

This Stipulated Protective Order is entered, inter alia, pursuant to Rule 502(d) of the Federal Rules of Evidence and Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure.

If a Producing Party discloses information in connection with the Litigation that the Producing Party thereafter claims to be privileged or protected by the attorney-client privilege or attorney work product protection, the disclosure of the Privileged Information shall not constitute or be deemed a waiver or forfeiture of any claim of privilege or work product protection that the Producing Party would otherwise be entitled to assert with respect to the disclosed Privileged Information and its subject matter in this proceeding or in any other federal or state proceeding.

A Producing Party may assert such privilege in writing with respect to disclosed Privileged Information. The Receiving Party must within seven (7) days of receipt of that writing, (i) return or destroy all copies of the disclosed Privileged Information and (ii) provide a certification of counsel that all of the disclosed Privileged Information has been returned or destroyed. Within seven (7) days of receipt of the notification that the disclosed Privileged Information has been returned or destroyed, the

1 Producing Party must produce a privilege log with respect to the disclosed Privileged
2 Information.

3 If the Receiving Party contests the claim of attorney-client privilege or work
4 product protection, the Parties shall proceed as set forth in section 6 of this Order. If
5 the Parties do not successfully resolve the issue by meeting and conferring, the
6 Receiving Party must seek to file the Disclosure Motion under seal and must not
7 assert as a ground for compelling disclosure the fact or circumstances of the
8 disclosure, and may not disclose, rely on, or refer to any of the disclosed Privileged
9 Information until after the Court rules. The Parties may stipulate to extend the time
10 periods set forth in this Paragraph. Disclosed Privileged Information that is sought to
11 be reclaimed by the parties to this case pursuant to this Order shall not be used as
12 grounds by any third party to argue that any waiver of privilege or protection has
13 occurred by virtue of any production in this case. The Producing Party retains the
14 burden of establishing the privileged or protected nature of the disclosed Privileged
15 Information. Nothing in this Paragraph shall limit the right of any party to petition the
16 Court for an in-camera review of the disclosed Privileged Information.

17 Nothing in this Order shall relieve counsel for any Receiving Party of any
18 existing duty or obligation, whether established by case law, rule of court, regulation
19 or other source, to return, and not to review, any privileged or work product materials
20 without being requested by the Producing Party to do so. Rather, in the event a
21 Receiving Party becomes aware that it is in possession of what appears to be
22 privileged documents or materials, then counsel for the Receiving Party shall
23 immediately (i) cease any further review or use of that document or material and (ii)
24 notify the Producing Party of the apparent production of Disclosed Privileged
25 Information, requesting a response from the Producing Party as to whether the
26 documents or materials are, in fact, Disclosed Privileged Information. In the event the
27 Producing Party confirms the documents or material are Disclosed Privileged
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1 Information, the Receiving Party shall (i) promptly return or destroy all copies of the
2 Disclosed Privileged Information in its possession and (ii) take reasonable steps to
3 retrieve all copies of the Disclosed Privileged Information distributed to other counsel
4 or non-parties.

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this
7 Order, the Receiving Party must immediately (i) notify in writing the Designating
8 Party of the unauthorized disclosures, (ii) use its best efforts to retrieve all
9 unauthorized copies of the Protected Material, (iii) inform the person or persons to
10 whom unauthorized disclosures were made of all the terms of this Order, and (iv)
11 request such person or persons to execute a certification in the form attached hereto as
12 Attachment A.

13 12. MISCELLANEOUS

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in this
19 Stipulated Protective Order. Similarly, no Party waives any right to object on any
20 ground to use in evidence of any of the material covered by this Protective Order.

21 12.3 Filing Protected Material. A Party that seeks to file under seal any
22 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
23 only be filed under seal pursuant to a court order authorizing the sealing of the
24 specific Protected Material at issue. If a Party's request to file Protected Material
25 under seal is denied by the court, then the Receiving Party may file the information in
26 the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any willful violation of this Order may be punished by civil or criminal contempt proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or other appropriate action at the discretion of the Court.

FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO ORDERED.

DATED: October 20, 2023



Honorable Pedro V. Castillo
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District Court for the Central District of
California on _____ [date] in the case of _____ **[insert
formal case name and the numbers and initials assigned to it by the court]**. I
agree to comply with and to be bound by all the terms of this Stipulated Protective
Order and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print
or type full name] of _____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or
any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____